

EXHIBIT 53

ADMISSION AND AMENDMENT NO. 1 AGREEMENT

This Admission and Amendment No. 1 Agreement (this “**Agreement**”), is entered into by the undersigned on March 27, 2025 (the “**Effective Date**”). Capitalized terms used herein and not otherwise defined shall have the meanings for such terms set forth in the LLC Agreement (as defined below).

RECITALS

WHEREAS, CDMCFAD, LLC, a Delaware limited liability company (the “**Company**”) is currently governed by that certain Limited Liability Company Agreement of the Company, dated as of December 18, 2024 (the “**LLC Agreement**”);

WHEREAS, in accordance with the terms of the LLC Agreement, the parties hereto desire to: (i) admit the undersigned new Member (the “**New Member**”) as an additional Member of the Company with the capital contribution of \$1,637,192 (the “**Capital Contribution**”) and Allocation Percentage set forth in Exhibit A hereto and (ii) amend Schedule A to the LLC Agreement as set forth in Exhibit A hereto to reflect the foregoing, as of the Effective Date; and

WHEREAS, the Manager hereby consents to and approves of the admission of the New Member and the amendments to Schedule A to the LLC Agreement as contemplated herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENTS

I. Admission. Each of the parties hereto hereby consents to the admission of the undersigned New Member as an additional Member of the Company. In exchange for the payment to the Company of the Capital Contribution, the New Member is hereby issued a limited liability company interest in the Company with an Allocation Percentage as set forth on Exhibit A attached hereto as of the Effective Date. Upon the execution of this Agreement, the undersigned New Member is hereby admitted as an additional Member of the Company as of the Effective Date and in such capacity, hereby agrees to and shall be bound by the terms of the LLC Agreement commencing as of the Effective Date. For the avoidance of doubt, the execution and delivery of this Agreement by the undersigned New Member shall constitute the execution and delivery of a counterpart signature page to the LLC Agreement as required under Section 2.6 of the LLC Agreement.

II. Amendments.

A. Schedule A of the LLC Agreement is hereby amended and restated in its entirety and replaced with Exhibit A attached hereto.

III. Miscellaneous.

A. Agreement in Effect. Except as otherwise hereby amended, the LLC Agreement shall remain in full force and effect.

B. Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Delaware, all rights and remedies being governed by such laws.

C. Counterparts. This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

D. Successors and Assigns. This Agreement is binding upon and will inure to the benefit of the parties to this Agreement and their successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

MANAGER:



Name: Mark Patrick

NEW MEMBER:

DFW CHARITABLE FOUNDATION

By: 

Name: Mark Patrick

Title: President

EXHIBIT A

LIMITED LIABILITY COMPANY AGREEMENT

SCHEDULE A

MEMBER INFORMATION

Revised: March 27, 2025

Name and Contact Information	Allocation Percentage
Charitable DAF Holdco, Ltd. Floor 4, Willow House, Cricket Square Grand Cayman KY1-9010 Cayman Islands Attention: Mark Patrick	50%
DFW Charitable Foundation Floor 4, Willow House, Cricket Square Grand Cayman KY1-9010 Cayman Islands Attention: Mark Patrick	50%